

IN THE SUPREME COURT OF WESTERN AUSTRALIA
HELD AT PERTH

CIV 2012 of 2023

Your Honour

BETWEEN

MRS NEILSON

Plaintiff

and

OFFSHORE PROJECTS CORPORATION OF WESTERN AUSTRALIA
(ACN 963 752 001)

Defendant

Defence

Date of Document: 22 May 2023

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PERTH WA 6000

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Commonwealth Government is in a International joint venture with People's Republic of China to supply educational services.

Defendant¹ incorporated in Australia² entered into the Express contract³ with Commonwealth Government to supply training services outlined in Memorandum of Understanding , dated and signed by both government's for training centre project. Defendant⁴ incorporation is a material fact.⁵

Mr. Neilson accepted the implied⁶ employment contract dated, with defendant⁷. Allowances were incorporated⁸ and received by the consultants families.

Schedule 3 of the implied contract performed furnished accommodation in Wuhan and paragraph 32(b) of the implied contract incorporated⁹, that the principal shall take all reasonable actions to ensure the repair or replacements are executed/ratified as promptly as possible on satisfying the 7 day notice of a grievance , discussion and conciliation with the principal and seek constructive remedy of the matter.

¹ Clagget v Blanchard,8 Dana (Ky.) 41.

² Foreign State Immunities Act 1985,s 3.

³ 2 Bla. Com. 443.

⁴ Clagget v Blanchard,8 Dana (Ky.) 41.

⁵ Mio Art Pty Ltd V Macequest Pty Ltd [2013] QSC 211;

⁶ Leake,Contr.12.

⁷ Clagget v Blanchard,8 Dana (Ky.) 41.

⁸ DJ Hill & Co Pty Ltd v Walter H wright Pty Ltd [1971] VR 749.

⁹ Thornton v Shoe lane parking Ltd [1971] 2 QB 163.

Simple contract¹⁰ cannot seek general definition. Mrs Neilson/Plaintiff's oral contract term¹¹ made by telephone¹² with defendant formed a chain transaction¹³ Court of Appeal held , that it was effective to make the contracts binding (which will only take a matter of minutes) but antonym to binding could operate collaterally.

The Plaintiff in 1 (a) is Australian citizen is declaring quarter of the Section 12(3)(a)(b)¹⁴ and affirming Section 12 (7) (a)¹⁵ therefore Section 12 (1)¹⁶ is in defence of People's republic of China. Hence application of Section 13 (a)¹⁷ is under the request to, Your Honour.

Because the cause of action accrues, when the necessary facts¹⁸and there is an existence a competent plaintiff who can sue a competent defendant who can be sued.¹⁹The fact,²⁰ accrued the cause of action²¹and proper party to the litigation is merely competent²² in seeking constructive remedy, sustaining the nature of the balance of convenience.²³

¹⁰ 3 Burr.1670;

¹¹ *J Evans & Son (portsmouth) ltd v Merzario ltd* [1976] 1 WLR 1078.

¹² *Ingram v Little* [1960] 3 All ER 332 at 346,[1961] 1 QB 31 at 64:

¹³ *Domb v Isoz* [1980] ch 548.

¹⁴ Foriegn State Immunities Act 1985.

¹⁵ *Ibid.*

¹⁶ *Ibid.*

¹⁷ *Ibid.*

¹⁸ *Mio Art Pty Ltd V Macequest Pty Ltd* [2013] QSC 211;

¹⁹ *Thomson v Lord Clanmorris* [1900] 1 Ch 718,728-9.

²⁰ *Mio Art Pty Ltd V Macequest Pty Ltd* [2013] QSC 211;

²¹ *Do Cormo v Ford Excavations Pty Ltd* (1984) 58 ALJR 287,292.

²² *Thomson v Lord Clanmorris* [1900] 1 Ch 718,728-9.

²³ *American Cyanamid Co. V Ethion Ltd* [1975] AC 396 at 406 per Lord Diplock.

Plaintiff admitted, the accidental step down the stairs, hence injured the implied contract.²⁴ Therefore injured the contract and sought harm²⁵ and defamation²⁶.

Dates of Contracts - 21 January 2019

Date of Termination - 3 September 2022

Dates of breach of the contract- 5 October 2020 running to , where running includes accural²⁷ ,
- 6 October 2020 suspension²⁸ and extension.²⁹

Date of the Claim - 22 May 2023

Negligence claim should be furtherance to the course of negotiation pertaining to the Death of the Contract.³⁰

The Country of incorporation

Danish Law requires that all companies should be formed with the competent understanding of capital and sums³¹.

Substantial loss - \$67800 .00 thousandth and hundredth

Substantial loss - \$350000 .00

Substantial expenses - \$82671 .56

Substantial sum - \$250000 .00 should formally.³²

²⁴ *Leake, Contr.* 12.

²⁵ Civil Liability Act 2002, s 3(a) (c).

²⁶ Defamation Act 2005.

²⁷ Limitation Act 2005(WA).

²⁸ *Ibid.*

²⁹ *Ibid.*

³⁰ (Ohio State University) for extract from Grant Gilmore.

³¹ *Centros Ltd v Erhvervs - og Selskabsstyrelsen* [1999] 2 CMLR 551, [2000] Ch 446 (Court of Justice of the European Union).

³² Supreme Court Act 1935, O20.

